

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

<p>I. (a) PLAINTIFFS <i>Ashley McKay</i></p> <p>(b) County of Residence of First Listed Plaintiff <i>MONTGOMERY, PA</i> <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i></p> <p>(c) Attorneys (Firm Name, Address, and Telephone Number) <i>Joseph F. SCHWARTZ, Esq. SILVER & SILVER 42 W. LANCASTER AVE., ARDMORE, PA 19003 610-658-1900</i></p>	<p>DEFENDANTS <i>TJX COMPANIES, INC & VERED COSMETIQUE, INC.</i></p> <p>County of Residence of First Listed Defendant <i>Middlesex Co, MA</i> <i>(IN U.S. PLAINTIFF CASES ONLY)</i></p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.</p> <p>Attorneys (<i>If Known</i>)</p>																																			
<p>II. BASIS OF JURISDICTION <i>(Place an "X" in One Box Only)</i></p> <p><input checked="" type="checkbox"/> 1 U.S. Government Plaintiff <input type="checkbox"/> 3 Federal Question <i>(U.S. Government Not a Party)</i></p> <p><input type="checkbox"/> 2 U.S. Government Defendant <input checked="" type="checkbox"/> 4 Diversity <i>(Indicate Citizenship of Parties in Item III)</i></p>																																				
<p>III. CITIZENSHIP OF PRINCIPAL PARTIES <i>(Place an "X" in One Box for Plaintiff and One Box for Defendant)</i></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;"><input type="checkbox"/> Citizen of This State</td> <td style="width: 33%;"><input checked="" type="checkbox"/> 1 PTF DEF</td> <td style="width: 33%;"><input type="checkbox"/> 4 PTF DEF</td> </tr> <tr> <td><input type="checkbox"/> Citizen of Another State</td> <td><input type="checkbox"/> 2 PTF DEF</td> <td><input type="checkbox"/> 5 PTF DEF</td> </tr> <tr> <td><input type="checkbox"/> Citizen or Subject of a Foreign Country</td> <td><input type="checkbox"/> 3 PTF DEF</td> <td><input type="checkbox"/> 6 PTF DEF</td> </tr> </table>		<input type="checkbox"/> Citizen of This State	<input checked="" type="checkbox"/> 1 PTF DEF	<input type="checkbox"/> 4 PTF DEF	<input type="checkbox"/> Citizen of Another State	<input type="checkbox"/> 2 PTF DEF	<input type="checkbox"/> 5 PTF DEF	<input type="checkbox"/> Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3 PTF DEF	<input type="checkbox"/> 6 PTF DEF																										
<input type="checkbox"/> Citizen of This State	<input checked="" type="checkbox"/> 1 PTF DEF	<input type="checkbox"/> 4 PTF DEF																																		
<input type="checkbox"/> Citizen of Another State	<input type="checkbox"/> 2 PTF DEF	<input type="checkbox"/> 5 PTF DEF																																		
<input type="checkbox"/> Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3 PTF DEF	<input type="checkbox"/> 6 PTF DEF																																		
<p>IV. NATURE OF SUIT <i>(Place an "X" in One Box Only)</i></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 20%;">CONTRACT</th> <th style="width: 20%;">TORTS</th> <th style="width: 20%;">FORFEITURE/PENALTY</th> <th style="width: 20%;">BANKRUPTCY</th> <th style="width: 20%;">OTHER STATUTES</th> </tr> <tr> <td> <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise </td> <td> PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice </td> <td> PERSONAL INJURY <input checked="" type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability </td> <td> <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other </td> <td> <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark </td> </tr> <tr> <td> REAL PROPERTY </td> <td> CIVIL RIGHTS </td> <td> PRISONER PETITIONS </td> <td> LABOR </td> <td> SOCIAL SECURITY </td> </tr> <tr> <td> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property </td> <td> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/ Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education </td> <td> Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement </td> <td> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation </td> <td> <input type="checkbox"/> 861 IIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) </td> </tr> <tr> <td></td> <td></td> <td></td> <td> IMMIGRATION </td> <td> FEDERAL TAX SUITS </td> </tr> <tr> <td></td> <td></td> <td></td> <td> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions </td> <td> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609 </td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td> <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes </td> </tr> </table>		CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input checked="" type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark	REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	LABOR	SOCIAL SECURITY	<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/ Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation	<input type="checkbox"/> 861 IIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))				IMMIGRATION	FEDERAL TAX SUITS				<input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609					<input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES																																
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input checked="" type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark																																
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	LABOR	SOCIAL SECURITY																																
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/ Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation	<input type="checkbox"/> 861 IIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))																																
			IMMIGRATION	FEDERAL TAX SUITS																																
			<input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609																																
				<input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes																																
<p>V. ORIGIN <i>(Place an "X" in One Box Only)</i></p> <p><input checked="" type="checkbox"/> 1 Original Proceeding <input type="checkbox"/> 2 Removed from State Court <input type="checkbox"/> 3 Remanded from Appellate Court <input type="checkbox"/> 4 Reinstated or Reopened <input type="checkbox"/> 5 Transferred from Another District (<i>specify</i>) <input type="checkbox"/> 6 Multidistrict Litigation - Transfer <input type="checkbox"/> 8 Multidistrict Litigation - Direct File</p>																																				
<p>Cite the U.S. Civil Statute under which you are filing <i>(Do not cite jurisdictional statutes unless diversity)</i>: <i>18 U.S.C. SECTION 1332</i></p> <p>Brief description of cause: <i>FAULTY HAIRDRYER that CAUGHT FIRE & burned PLAINTIFF</i></p>																																				
<p>VI. CAUSE OF ACTION</p> <p>VII. REQUESTED IN COMPLAINT: <input type="checkbox"/> CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.</p> <p>VIII. RELATED CASE(S)</p>																																				
<p>DEMAND \$</p> <p>CHECK YES only if demanded in complaint: JURY DEMAND: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>																																				

Cite the U.S. Civil Statute under which you are filing (*Do not cite jurisdictional statutes unless diversity*)

18 U.S.C. SECTION 1332

VI. CAUSE OF ACTION

Brief description of cause
FAULTY HOSE

**VII. REQUESTED IN
COMPLAINT:**

**VIII. RELATED CASE(S)
IF ANY**

(See instructions):

JUDGE

* DOCKET NUMBER

DATE

6/28/2017

SIGNATURE OF ATTORNEY OF RECORD

• 10

RECEIPT #

AMOUNT

APPLYING JEP

JUDGE

MAC JUDGE

UNITED STATES DISTRICT COURT

FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar.

Address of Plaintiff: 48 S. Wyoming Ave. Allentown, PA 18103

Address of Defendant: Deft 1 - 770 Cochituate Rd, Framingham, MA 01701
Deft 2 - 14335 S. Denker Ave. Gardena, CA 90247

Place of Accident, Incident or Transaction:

Home of Plaintiff (Use Reverse Side For Additional Space)

Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock?

(Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.1(a))

Yes No

Does this case involve multidistrict litigation possibilities?

Yes No

RELATED CASE, IF ANY:

Case Number: _____ Judge _____ Date Terminated: _____

Civil cases are deemed related when yes is answered to any of the following questions:

1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?
Yes No
2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?
Yes No
3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court?
Yes No
4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?
Yes No

CIVIL: (Place in ONE CATEGORY ONLY)

A. Federal Question Cases:

1. Indemnity Contract, Marine Contract, and All Other Contracts
2. FELA
3. Jones Act-Personal Injury
4. Antitrust
5. Patent
6. Labor-Management Relations
7. Civil Rights
8. Habeas Corpus
9. Securities Act(s) Cases
10. Social Security Review Cases
11. All other Federal Question Cases
(Please specify) _____

B. Diversity Jurisdiction Cases:

1. Insurance Contract and Other Contracts
2. Airplane Personal Injury
3. Assault, Defamation
4. Marine Personal Injury
5. Motor Vehicle Personal Injury
6. Other Personal Injury (Please specify)
(Please specify) _____
7. Products Liability
8. Products Liability — Asbestos
9. All other Diversity Cases

ARBITRATION CERTIFICATION

(Check Appropriate Category)

I, _____, counsel of record do hereby certify:

- Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs;
- Relief other than monetary damages is sought.

DATE: _____

Attorney-at-Law

Attorney I.D.#

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 6/28/2017

Attorney-at-Law

87550

Attorney I.D.#

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

CASE MANAGEMENT TRACK DESIGNATION FORM

ASHLEY Mc KAY

CIVIL ACTION

v.
The TJX Companies, Inc d/b/a
T.J. MAXX

& Vero Cosmetique, Inc

NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ()
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ()
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. (X)
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ()
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ()
- (f) Standard Management – Cases that do not fall into any one of the other tracks. ()

6/28/17

Date

610-658-1900

Telephone

Attorney-at-law

610-658-0668

FAX Number

Joseph F. SCHWARTZ, Esq.
Attorney for PLAINTIFF

JSCHWARTZ @ SILVERAND
SILVER, COM

E-Mail Address

SILVER & SILVER

By: Joseph F. Schwartz, Esquire
Identification No.: 87550
42 W. Lancaster Ave., Third Floor
Ardmore, PA 19003
(610) 658 – 1900

Attorney for Plaintiff

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

ASHLEY MCKAY	:	
48 S. Wyoming Avenue	:	
Ardmore, PA 19003	:	Civil Action
v.	:	No.:
THE TJX COMPANIES, INC.	:	
d/b/a T.J. MAXX	:	
770 Cochituate Road	:	
Framingham, MA 01701	:	
&	:	
VERED COSMETIQUE, INC.	:	
14335 S. Denker Avenue	:	
Gardena, CA 90247	:	

**COMPLAINT-CIVIL ACTION
PRODUCTS LIABILITY**

I. PARTIES

1. Plaintiff Ashley McKay (hereinafter referred to as “Ashley McKay”) is an adult individual who resides at 48 S. Wyoming Avenue, Ardmore, Pennsylvania, 19003.
2. Defendant The TJX Companies (hereinafter referred to as “TJX”), upon information and belief, is a Delaware corporation with a principal place of business located at 770 Cochituate Road, Framingham, Massachusetts, 01701.
3. Defendant Vered Cosmetique, Inc. (hereinafter referred to as “Vered”), upon information and belief, is a California corporation with a principal place of business located at 14335 S. Denker Avenue, Gardena, CA 90247.

4. At all times material hereto, the Defendants, and each of them, were acting individually, on their own behalf, or through their agents, servants, and employees, who were acting on their own behalf and within the scope and course of their authority and employment.
5. At all times material hereto, Defendant TJX and/or Defendant Vered was in the business of designing, formulating, manufacturing, developing, assembling, distributing, inspecting, licensing, marketing, specifying or recommending, certifying, labeling, packaging, formulating, producing, testing, compounding, marketing, selling, or otherwise supplying either directly or indirectly through third parties or related entities, a hair dryer known as “Model RX7 Superlite” (hereinafter referred to as “Model RX7 Superlite”).

II. JURISDICTION AND VENUE

6. Jurisdiction and venue are proper in the United States District Court for the Eastern District of Pennsylvania. This court has original diversity jurisdiction pursuant to 28 U.S.C. § 1332, for the following reasons:
 - a. Plaintiff is a citizen of the state of Pennsylvania;
 - b. Defendant TJX is a Delaware corporation with its principal place of business in Massachusetts;
 - c. Defendant Vered is a California corporation with its principal place of business in California;
 - d. The acts and omission giving rise to this action occurred in the Eastern District of Pennsylvania;
 - e. Defendants regularly conduct business in the Eastern District of Pennsylvania and may be found and served here; and

f. The amount in controversy exceeds \$75,000, exclusive of interest and costs.

III. FACTUAL AVERMENTS

7. On or about December 14, 2013, Plaintiff purchased Defendant Vered's Model RX7 Superlite hair dryer from Defendant TJX's retail store, located at 550 Lancaster Avenue, St. David's, PA 19087.
8. On or about December 14, 2013, Plaintiff read all instructions for proper use of the Vered Model RX7 Superlite on or within the product's packaging, and followed the instructions accordingly when drying her hair, at all times using the product as recommended.
9. On or about February 9, 2016, in the course of proper and recommended use of the hair dryer, the Model RX7 Superlite caught on fire. Plaintiff's shirt subsequently caught on fire, causing second to third degree burns and permanent scarring on her chest.
10. Prior to February 9, 2016, Defendants knew or should have known that the Model RX7 Superlite posed a hazard to its users, including Plaintiff, due to a risk of fire.
11. Prior to February 9, 2016, Defendants knew or should have known that the Model RX7 Superlite posed a fire hazard because of complaints about the product that had been placed on the internet by consumers.
12. As designed, manufactured, and sold by Defendants, the Model RX7 Superlite product design exposed Plaintiff to an unreasonably dangerous condition and harm, presented and caused by the Model RX7 Superlite.
13. It is believed and averred that Defendants' product failed to perform a function pursuant to its designed purpose, i.e. drying one's hair.

14. The Model RX7 Superlite failed to perform as safely as an ordinary consumer, including Plaintiff, would expect when used in an intended and/or reasonably foreseeable manner, i.e. drying one's hair.
15. The Model RX7 Superlite did not meet consumer expectations for safety because it presented an unreasonable fire hazard to its consumers, including Plaintiff.
16. The Model RX7 Superlite presented an unreasonable fire hazard which significantly outweighed any utility of the design in achieving the function of the product, i.e. drying one's hair.
17. The Model RX7 Superlite was in a defective condition because the risk of fire was unknowable and unacceptable to the average or ordinary consumer, including Plaintiff.
18. The Model RX7 Superlite was in a defective condition because a reasonable person would conclude that the probability and seriousness of harm caused by the product outweigh the burden or costs of taking precaution.
19. The defective condition in the Model RX7 Superlite existed prior to December 14, 2013, when it left the hands of the Defendants.
20. The defect in the Model RX7 Superlite caused the harm and injuries sustained by Plaintiff on or about February 9, 2016.
21. The Model RX7 Superlite was sold by Defendants with defective warnings and instructions.
22. Defendants failed to properly or adequately incorporate feasible guards, designs and components and other elements/components necessary to make the Model RX7 Superlite safe for its intended uses and without conditions that made it unsafe for its intended uses and/or foreseeable uses or misuses.

23. The Model RX7 Superlite's defects created a hazard and/or danger of harm, realized here, that would have been minimized or eliminated through a feasible alternative design.
24. Defendants' product, as designed, manufactured and/or sold, created a danger that would have been eliminated or minimized by a feasible alternative design and/or proper or adequate warning and/or instructions which Defendant did not provide with the Model RX7 Superlite as designed, manufactured and sold with this product.
25. This incident would have been avoided through a feasible safety design and/or proper and adequate instructions and warnings.
26. Defendants had a duty to their customers, including Plaintiff, to sell products that are free from defective conditions that are unreasonably hazardous to their consumers.
27. Defendants breached that duty by selling the Model RX7 Superlite to Plaintiff.
28. Solely as a result of the acts and/or omissions of Defendants as hereinafter set forth, Plaintiff sustained injuries, including but not limited to: second degree burns and permanent scarring.
29. As a result of these injuries, Plaintiff has sustained the following damages:
- a. She has suffered and/or will continue to suffer serious and severe injuries, specifically scarring and disfigurement, to her body.
 - b. She has suffered and/or will continue to suffer great pain, suffering, inconvenience, embarrassment, and mental anguish.
 - c. She has been or will be required to spend sums of money for medical attention, medicines, and attendant services.
 - d. She has suffered emotional distress and/or will continue to suffer emotional distress.

e. She has or may suffer other damages.

COUNT I: STRICT LIABILITY
PLAINTIFF ASHLEY MCKAY V. DEFENDANT TJX

30. Plaintiff incorporates by reference, paragraphs 1 through 29, as if the same were fully set forth at length.
31. The subject product was designed, manufactured, developed, distributed, assembled, produced, inspected, licensed, promoted, packaged, processed, compounded, labeled, specified or recommended, certified, marketed, sold, or otherwise supplied and placed in the stream of commerce as heretofore set forth by Defendant TJX in a manner which was not in a good and proper workmanlike fashion, in a defective condition unreasonably dangerous to the ultimate users, consumers, and bystanders, including Plaintiff Ashley McKay.
32. The product was expected to and did reach the ultimate users, consumers, and bystanders, including Plaintiff Ashley McKay, without substantial change or alteration and in the same or substantially the same condition as when it was manufactured, sold, labeled, or distributed, while in or as it left the possession and control of Defendant TJX.
33. The aforementioned Model RX7 Superlite was defective and unsafe when it left the control of Defendant TJX, in that it was not safe for the reasonably foreseeable use which subjected Plaintiff Ashley McKay to serious injuries when the aforementioned product was used in a reasonable and foreseeable manner.
34. Defendant TJX is strictly liable to the Plaintiff pursuant to 402A of the Restatement (Second) of Torts.
35. The aforementioned Model RX7 Superlite was not equipped with every element necessary to make it safe for reasonably foreseeable use.

36. The aforementioned Model RX7 Superlite was equipped with insufficient warnings for the injuries that could occur through the reasonable and intended use.
37. As a direct and proximate result of the aforementioned unsafe and defective condition of the Model RX7 Superlite, Plaintiff Ashley McKay sustained the injuries and damages set forth in preceding paragraphs.

WHEREFORE, Plaintiff Ashley McKay requests this Honorable Court to enter judgment in her favor and against Defendant TJX in an amount in excess of \$75,000.00, in addition to interest, costs, and delay damages.

COUNT II: STRICT LIABILITY

PLAINTIFF ASHLEY MCKAY V. DEFENDANT VERED

38. Plaintiff incorporates by reference, paragraphs 1 through 37, as if the same were fully set forth at length.
39. The subject product was designed, manufactured, developed, distributed, assembled, produced, inspected, licensed, promoted, packaged, processed, compounded, labeled, specified or recommended, certified, marketed, sold, or otherwise supplied and placed in the stream of commerce as heretofore set forth by Defendant Vered in a manner which was not in a good and proper workmanlike fashion, in a defective condition unreasonably dangerous to the ultimate users, consumers, and bystanders, including Plaintiff Ashley McKay.
40. The product was expected to and did reach the ultimate users, consumers, and bystanders, including Plaintiff Ashley McKay, without substantial change or alteration and in the same or substantially the same condition as when it was manufactured, sold, labeled, or distributed, while in or as it left the possession and control of Defendant Vered.

41. The aforementioned Model RX7 Superlite was defective and unsafe when it left the control of Defendant Vered, in that it was not safe for the reasonably foreseeable use which subjected Plaintiff Ashley McKay to serious injuries when the aforementioned product was used in a reasonable and foreseeable manner.
42. Defendant Vered is strictly liable to the Plaintiff pursuant to 402A of the Restatement (Second) of Torts.
43. The aforementioned Model RX7 Superlite was not equipped with every element necessary to make it safe for reasonably foreseeable use.
44. The aforementioned Model RX7 Superlite was equipped with insufficient warnings for the injuries that could occur through the reasonable and intended use.
45. As a direct and proximate result of the aforementioned unsafe and defective condition of the Model RX7 Superlite, Plaintiff Ashley McKay sustained the injuries and damages set forth in the preceding paragraphs.

WHEREFORE, Plaintiff Ashley McKay requests this Honorable Court to enter judgment in her favor and against Defendant Vered in an amount in excess of \$75,000.00, in addition to interest, costs, and delay damages.

COUNT III: NEGLIGENCE

PLAINTIFF ASHLEY MCKAY V. DEFENDANT TJX

46. Plaintiff incorporates by reference, paragraphs 1 through 45 as if the same were fully set forth at length.
47. The injuries, losses, and damages sustained by Plaintiff Ashley McKay as foresaid, were the direct and proximate result of the negligence and carelessness of Defendant TJX in the following:

- a. In placing into the stream of commerce the product which was in a defective condition;
- b. In failing to remove the product from sale;
- c. In failing to follow and in violating applicable laws, safety codes and regulations, governmental or industry standards applicable to said product and sale of said product;
- d. In failing to provide proper and adequate instructions, manuals, information, and recommendations relative to the safe use and application testing relative to the use of said product;
- e. In failing to provide a properly designed, assembled, manufactured, and labeled product;
- f. In selling, supplying, specifying, or recommending, a product not reasonably fit for its intended use;
- g. In failing to discover the defective nature of the product;
- h. In failing to properly test and inspect the product;
- i. In selling and/or otherwise supplying a product with latent defects;
- j. In failing to remove/recall from the market when the Defendant knew or should have known of the hazards of use and the defective nature of the product.

48. As a direct result of the negligence of Defendant TJX, Plaintiff Ashley McKay suffered injuries as described in detail above.

WHEREFORE, Plaintiff Ashley McKay requests this Honorable Court to enter judgment in her favor and against Defendant TJX jointly and severally in an amount in excess of \$75,000.00, in addition to interest, costs, and delay damages.

COUNT IV: NEGLIGENCE

PLAINTIFF ASHLEY MCKAY V. DEFENDANT VERED

49. Plaintiff incorporates by reference, paragraphs 1 through 48 as if the same were fully set forth at length.

50. The injuries, losses, and damages sustained by Plaintiff Ashley McKay as foresaid, were the direct and proximate result of the negligence and carelessness of Defendant Vered in the following:

- a. In placing into the stream of commerce the product which was in a defective condition;
- b. In failing to remove the product from sale;
- c. In failing to follow and in violating applicable laws, safety codes and regulations, governmental or industry standards applicable to said product and sale of said product;
- d. In failing to provide proper and adequate instructions, manuals, information, and recommendations relative to the safe use and application testing relative to the use of said product;
- e. In failing to provide a properly designed, assembled, manufactured, and labeled product;
- f. In selling, supplying, specifying, or recommending, a product not reasonably fit for its intended use;
- g. In failing to discover the defective nature of the product;
- h. In failing to properly test and inspect the product;
- i. In selling and/or otherwise supplying a product with latent defects;

- j. In failing to remove/recall from the market when the Defendant knew or should have known of the hazards of use and the defective nature of the product.
51. As a direct result of the negligence of Defendant Vered, Plaintiff Ashley McKay suffered injuries as described in detail above.
- WHEREFORE**, Plaintiff Ashley McKay requests this Honorable Court to enter judgment in her favor and against Defendant Vered jointly and severally in an amount in excess of \$75,000.00, in addition to interest, costs, and delay damages.
- COUNT V: BREACH OF WARRANTY – EXPRESS AND IMPLIED**
- PLAINTIFF ASHLEY MCKAY V. DEFENDANT TJX**
52. Plaintiff incorporates by reference paragraphs 1 through 51 as if the same were fully set forth at length.
53. At some time prior to February 9, 2016 and well known to Defendant TJX, Defendant expressed warranties that the subject Model RX7 Superlite was safe for use for the purposes intended and was of merchantable quality.
54. At some time prior to February 9, 2016 and well known to Defendant TJX, Defendant warranted by implication that the aforementioned Model RX7 Superlite was reasonably fit for purposes intended and was of merchantable quality.
55. That said representations and warranties set forth in paragraphs 53 and 54 were included in the sales bargain of the aforementioned product and were relied upon by the purchaser.
56. In truth and in fact, the said representations were false.
57. As a direct and proximate result of the aforesaid breach of express and implied warranties, Plaintiff Ashley McKay suffered the injuries and damages set forth in the preceding paragraphs.

WHEREFORE, Plaintiff Ashley McKay requests this Honorable Court to enter judgment in her favor and against Defendant TJX in an amount in excess of \$75,000.00, in addition to interest, costs, and delay damages.

COUNT VI: BREACH OF WARRANTY – EXPRESS AND IMPLIED
PLAINTIFF ASHLEY MCKAY V. DEFENDANT VERED

58. Plaintiff incorporates by reference paragraphs 1 through 57 as if the same were fully set forth at length.
59. At some time prior to February 9, 2016 and well known to Defendant Vered, Defendant expressed warranties that the subject Model RX7 Superlite was safe for use for the purposes intended and was of merchantable quality.
60. At some time prior to February 9, 2016 and well known to Defendant Vered, Defendant warranted by implication that the aforementioned Model RX7 Superlite was reasonably fit for purposes intended and was of merchantable quality.
61. That said representations and warranties set forth in the preceding paragraphs were included in the sales bargain of the aforementioned product and were relied upon by the purchaser.
62. In truth and in fact, the said representations were false.
63. As a direct and proximate result of the aforesaid breach of express and implied warranties, Plaintiff Ashley McKay suffered the injuries and damages set forth in the preceding paragraphs.

WHEREFORE, Plaintiff Ashley McKay requests this Honorable Court to enter judgment in her favor and against Defendant Vered in an amount in excess of \$75,000.00, in addition to interest, costs, and delay damages.

SILVER & SILVER

By: _____
Joseph F. Schwartz, Esquire
Attorney for Plaintiffs

Date: 6/28/17